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ABSTRACT

A study examined the way argumentation in collective bargaining shapes outcomes. Specifically, it explored the types of claims and reasoning processes that characterize bargaining interaction on different subissues of a proposal and tracked the development of arguments through sequential sessions and caucus meetings by examining similarities and differences in the reasoning process of subissues that were dropped, modified, or retained in the final agreement. Data were collected through extensive observations of bargaining and caucus sessions that occurred during negotiations between a school board and teachers' union, and from interviews, questionnaires, and document analysis. Although the reasoning process differed across subissues, some general conclusions emerging from the study were as follows: (1) the most prevalent types of claim used in bargaining were evaluative and definitive; (2) both sides employed reasoning from analogy, cause, and hypothetical example more frequently than they did other types of reasoning; (3) the reasoning process appeared more complete with the use of evaluative claims than with definitive, factual, and policy ones; and (4) proposals and subissues changed, not through adding more information, but through shifting types and adding qualifiers. (FL)

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ARGUMENT IN BARGAINING:

AN ANALYSIS OF THE REASONING PROCESS

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ARGUMENT IN BARGAINING:

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Bargaining is accomplished through the use of arguments and persuasive appeals. This study aims to understand the way argumentation in bargaining shapes outcomes. It examines the types of claims and reasoning processes that characterize bargaining interaction on different subissues of a proposal. It tracks the development of arguments through sequential sessions and caucus meetings by examining similarities and differences in the reasoning process of subissues that are dropped, modified, or retained in the final agreement. The issues and subissues examined in this study emanate from problems teachers faced in organizational communication. Thus, in studying argumentation in bargaining, we are examining variables that grow out of and affect the daily routines of organizational members.

ARGUMENTATION IN BARGAINING:
ANALYSIS OF THE REASONING PROCESS

Negotiation is a process that holds particular appeal for communication researchers. The pervasiveness of this phenomena in interpersonal and organizational contexts heightens this appeal. That is, the bargaining process characterizes buyer-seller relationships, marital conflicts, legal transactions, interdepartmental disputes, and labor management activities.[1] Moreover, the essence of the bargaining activity is communicative in that the process could not exist without tacit or direct social interaction.

Only recently have bargaining researchers focused on the communication process per se.[2] This focus has shifted research from a preoccupation with opportunity to communicate to a concern for the evolution of communication patterns over time.[3] Correspondingly, researchers have moved from a global, macro view of communication to a detailed, micro analysis of interaction. This research has culminated in the application of discourse and conversational analysis to the evolution of bargaining talk.

One area of discourse analysis that is receiving attention in negotiation research is the use of argument. Bargaining is accomplished through the use of arguments, reasoning, and persuasive appeals.[4] This view of bargaining entails an examination of messages rather than a mere exchange of proposals and counterproposals.[5] It centers on the way bargainers posit and support claims and the way these claims cluster into issues and subissues that shape outcomes. Donohue, Diez, and Stahle recognize the central role of argument in negotiations when they appeal for research on the way negotiators disagree, limit, and structure their arguments. Adopting a discourse model, they call for research on turn taking, adjacency pairs, and expansion of arguments as well as advocation of proposals.[6]

This study responds to the plea for research on argumentation and bargaining. But it adopts a rhetorical rather than a discourse analysis of argument. More specifically, it examines the types of claims and reasoning processes that characterize bargaining interaction on different subissues of a proposal. It tracks the development of arguments through sequential sessions and caucus meetings by examining similarities and differences in the reasoning process of subissues that are dropped, modified, or retained in the final agreement. Moreover, since this study concentrates on both the content and the process, it posits that labor-management negotiations grow out of and perform vital organizational communication functions.

COLLECTIVE BARGAINING AS ORGANIZATIONAL COMMUNICATION

Although the analysis of arguments takes place in a variety of contexts, few organizational communication researchers have turned their attention to argumentation. One notable exception is Huff's study on the rhetorical arguments of a superintendent in school board meetings.[7] Huff contends that the analysis of the reasoning process should extend beyond claims and evidence into the substantive issues that constitute proposals. That is, the content of proposals grows out of organizational behavior.[8] Hence, arguments in favor of closing an elementary school due to reduction in enrollments emanates from decision making routines and the communication patterns that enact these routines.

In bargaining the substance of evidence and claims draws from traditional organizational communication variables. Examples and analogies reflect superior-subordinate communication patterns. Specifically, the use of a reprimand example to argue for a change in appraisal procedures illustrates both the structural constraints of superior-subordinate evaluation as well as the degree of openness, trust, and credibility of the superior.

Another organizational variable embedded in bargaining issues is the struggle for control between management and labor. This relationship is readily reflected in public sector bargaining where employees have made fewer economic gains and more inroads into policy decisions.[9] Private sector bargaining is disciplined by market factors while public sector bargaining is subject to political forces. These forces increase the amount of uncertainty that typically surrounds the bargaining process.[10] Uncertainties regarding inflation, public financing, and conservative versus liberal political climates lead public employees to strive for greater gains in such policy matters as reduction in force, grievance procedures, and general working conditions. Management frequently views these "language" issues (as opposed to monetary items) as threatening their decision making autonomy. Thus, contract bargaining, particularly in the public sector, often centers on issues of control and autonomy.

Bargaining also exemplifies patterns of upward and downward communication at the dyadic level. Issues in upward and downward flow are often embodied in bargaining proposals. For example, in teachers' bargaining, contract issues often specify how principals should inform teachers about work assignments, appraisal processes, and in-service requirements. At the systemic level, ways of communicating about such issues as reduction in force, job transfer, and work leaves are spelled out in the contract. Thus, specifications for improving upward and downward flow are included in contract issues.

At the macro level, bargaining issues also pervade relationships among substructures of the organization. Since collective bargaining brings together upper management and union representatives, it concentrates on organization-wide issues. In teachers' bargaining, the union team and the administrative team confront one another over such organization-wide issues as

calendar, temporary contracts, extra-curricular duties, number of class preparations, and fringe benefits. Although fringe benefits and calendar affect all schools and teachers included in the system, the other four issues cross substrata of the organization. For instance, high school teachers differ from elementary and middle school teachers in the subject matter and assignment of class preparations. Contract language that covers definition and ways of assigning class preparations must incorporate these differences. In like manner, problems with school administration in implementation of the contract may be localized in only one or two schools. Issues may become dyadic specific, related only to a few teacher-principal relationships. Then the bargaining teams must wrestle with the degree to which the contract includes clauses to protect against one-shot cases. In actuality, union representatives may want to inform central administration about problems that exist with a particular principal rather than strive for modifications in the contract. As Bazerman and Lewicki's edited volume points out, collective bargaining extends beyond conflict management into the arenas that cross organizational behavior in general and organizational communication in particular.[11] These arenas suggest that bargaining is a form of decision making, information processing, and issue discussion over matters that not only legalize policy but grow out of and affect the daily routines of organizational members.

ARGUMENTATION THEORY

Reasoning, or the giving of reasons, is an important part of negotiation interaction. It is through the varied uses of language that bargainers gain support for their ideas. A distinction can be made between instrumental and argumentative uses of language.[12] Instrumental uses are "those utterances that are supposed to achieve their purpose directly, as they stand, without the need

to produce any additional 'reasons' or 'supporting' arguments."[13] Argumentative uses, on the other hand, are "utterances that succeed or fail only to the extent that they can be 'supported' by arguments, reasons, evidence, or the like . . . ."[14] Thus, in negotiation, through the argumentative uses of language, participants provide claims and support for claims to gain compliance.

The process of arguing in negotiation is quite different from the process as it occurs in other forums such as law courts, decision-making meetings, or scientific debates.[15] Toulmin, Rieke, and Janic discuss four specific ways that forums or fields of argumentation may vary in their procedures: (1) degree of formality, (2) degree of precision, (3) mode of resolution, and (4) goal of argumentation.[16] In a particular field of argumentation such as negotiation, specific parameters contribute to how reasoning proceeds.

First, differences in degree of formality characterize reasoning procedures. In negotiation the method of argumentation is less formal than a large group decision-making meeting conducted through the use of parliamentary procedures. But it is more formal than group discussion in that it relies on preset written proposals and counterproposals. That is, the contract forms the basis for reaching agreements on opposing issues.

Second, differences in degree of precision distinguish among fields of argument. Some forums require different degrees of exactitude in argument. That is, what makes a "good" or acceptable argument may differ across forums. Semantics or contract language is very critical to the negotiation process. Participants must consider all possible interpretations, particularly ones that would make an issue grievable. Word choice, phrasing, and implications of phrasing are all considered in terms of legality.

Third, differences exist in the modes of resolution. As Toulmin, et. al. point out, different forums have different objectives.[17] Thus, their procedures lead up to different kinds of completion or resolution. Although most fields of argument begin with claims, researchers have not uncovered a set way to resolve arguments. For example, interaction in a court of law is based on an adversarial relationship and the verdict is the resolution or completion of the argument.[18] Negotiation begins with a similar adversarial relationship yet resolution is reached by exchanging proposals and counterproposals to build agreement. The exchange process is not necessarily aimed at compromise or consensus, but at finding a midpoint of interpretation by which to achieve a solution. This process represents a very different mode of resolution than seeking a verdict.

Finally, the goals of argumentation differ within various forums. The kind of procedure that is appropriate depends on "what is at stake".[19] The same words may express different claims in different contexts (e.g., different assertors of claims, such as a physician or a psychiatrist, may make the same claim but have different stakes in the argument).[20] In negotiation, the two parties have opposite goals. Administrators want to maintain their autonomy while teachers want to obtain decision rights that may reduce administrator autonomy. Built into bargaining are conflicts of interest based on mutually exclusive goals. The rights of employees not to be exploited, abused, or treated unfairly may be in direct conflict with the decision-making autonomy of management. Both teams must argue within this arena. Proposals, issues, and arguments reveal the nature of these differing goals of argumentation.

ARGUMENTATION IN NEGOTIATION

Argumentation is defined as "the communication process aimed at presenting statements and providing reasons why the audience should believe them."[21] Argumentation in negotiation consists of the teachers' written proposals for changes in the current contract and the subsequent counterproposals offered by both administrators and teachers. The proposal in negotiation, therefore, is the stimulus for generating arguments--it triggers modifications. Similarly, arguments form the basis for modifying the proposal. In general, proposals are reshaped throughout the process of argumentation and the presentation of new proposals--these steps are circular and feed into one another.

What emerges from presenting proposals and counterproposals are significant issues that must be discussed in order to find a midpoint of interpretation by which to achieve a solution. For example, emerging from the discussion of proposals and counterproposals that relate to the issue of teacher evaluation was the subissue of changing the term "evaluation" to "performance appraisal." An understanding of the process of negotiation interaction must therefore include identification and analysis of subissues.

An analysis of subissues requires examination of elements of argumentation: claims, reasons, evidence, qualifiers, and reservations. Claims are statements which the speaker wishes to have accepted, but which he or she expects to have challenged.[22] Thus a claim is defined by the way a speaker expects the audience to respond. A speaker presents a particular type of claim based on the predicted disagreement that the audience may hold.

Six types of claims used in this study include: declarative, evaluative, policy, factual, definitive, and classificatory.[23] A <u>declarative claim</u> expresses a statement about something that is the case or has happened. A statement in the negotiation session such as "This 30 days was consistent with

the current language" would be considered a declarative claim in that it reports something that is the case. An evaluative claim presents a value judgment on the situation, discussing issues of quality, e.g., good/bad, fair/unfair, beautiful/ugly, effective/ineffective. The statement "I like the idea of a 20-day shorter time period," expresses an evaluation of a proposed contract change. When a speaker advocates a proposal, he or she is presenting a policy claim. "Drop mid-season and change 30 days to 20 days," expresses a proposed policy change. A classificatory claim classifies something into a category. Discussing what constitutes a file, administrators and teachers present classificatory claims that categorize materials as belonging to the various types of files. Similar to the declarative claim is the factual claim which answers a question of fact--whether something exists. The distinction between these two claims, as we operationalize them, is in the time period referred to. The declarative claim presents a statement about a course of action now whereas the factual claim presents a statement about something that has occurred in the past. Finally, the definitive claim answers a question of definition. That is, it makes a statement as to what something is or how it is defined or interpreted. A comment such as "An observation is not as formal as an evaluation," focuses on the meaning of the two terms "observation" and "evaluation." Analysis of the argumentation process designates the type of claims presented and the responses to those claims.

In addition to the types of claims presented, this analysis of argumentation focuses on the reasoning process utilized by participants. A number of argumentation theorists delineate types of reasoning.[24] We have combined various category systems to develop a schema for analyzing reasoning in the negotiations. This classification of arguments is not meant to be exhaustive, yet it offers a framework for general types of negotiation. The schema we selected is:

1. Reasoning by Analogy

   In arguing from analogy the speaker assumes that there are enough similarities between two things to support the claim that what is true of one is also true of the other.[25]

2. Causal Reasoning

   In this type of reasoning speakers make a claim that an event or condition of one kind is the cause of an event or a condition of another kind. These two kinds of events (or conditions) do not just appear together, they are causally connected.[26]

3. Sign Reasoning

   This type of reasoning occurs whenever a sign and its referent occur together. The fact that the sign is observed can be used to support a claim about the presence of the object or situation the sign refers to.[27]

4. Reasoning by Authority

   Arguments based upon the authority of people, institutions, or documents serve to establish claims. Appeals to authority require us to respect what the source says because he or she can make a wise and informed judgment in the field concerned.[28]

5. Reasoning from Generalization

   Arguments from generalization involve examining a sufficiently large and representative sample of the "kind" in question.[29] A common use of this type of reasoning is the presentation of statistics that generalize to other situations.

6. Reasoning from Classification

   Arguments of this type center on the typical properties of an idea or an item being discussed. These properties are used as the basis for classifying ideas that are discussed.[30]

7. Reasoning from Opposites

   In this type of reasoning issues that are radically different in some respects are presumed to be equally different in other respects.[31]

8. Reasoning from Hypothetical Example

   Arguments that occur through the creation of hypothetical examples. Rather than provide specific facts or incidences that have occurred, the speaker reasons that the event could hypothetically occur under the circumstances discussed.[32]

These are the general kinds of reasoning we utilized. They provide a theoretical and operational basis for examining reasoning in the negotiation sessions.

One final aspect that deserves explanation is the use of qualifiers and reservations. "Qualifiers are those ways of communicating how confident the speaker is in his or her claim; that is, how confident the audience will be in the claim."[33] Use of such qualifiers as "probably," "sometimes," "never," and "always" are examples of how a speaker makes his or her claim more persuasive and believable to the audience. In addition to a qualifier, speakers add reservations to their claims. A reservation refers to the circumstances under which the speaker would decide not to defend a claim."[34] "Unless" and "Until" frequently begin a statement of reservation. Qualifiers and reservations allow the speaker to modify his or her claim to make it more acceptable to the audience. Analysis of qualifiers and reservations provides better understanding of the speaker's reasoning process and the overall development of arguments.

METHODOLOGY

PARTICIPANTS AND SCHOOL DISTRICT

The participants in this study are members of a large suburban township. The school district employs 485 teachers and 25 administrators and includes 10 schools that enroll approximately 8,055 students. The district is 80% unionized, with approximately 389 teachers belonging to the local and state NEA affiliate. The township administrators have negotiated informally with the teachers eight years prior to the passage of Public Law 217, the state's Public Employee's Bargaining Act; hence the district has a long history of administrative-teacher negotiations. This history has produced a 120-page contract, one vaunted by the union as "the most complete contract in the state."

Both teams note that the teachers and the administrators have developed a trusting relationship throughout the years. Teachers particularly trust the assistant superintendent, the head negotiator for the administration over the past seven years. Their trusting relationship has evolved from several years of intense conflict. Both sides recall the "fish-bowl" night--an evening of bargaining framed with 90 teachers forming a circle around the negotiation teams to protest the administration's attitude toward teachers. The teachers remember wearing T-shirts with the slogan, "Lakeview Township is cruel and inhuman to teachers."

Under the law the administration must <u>bargain</u> over salary, hours, fringe benefits, grievances, and arbitration of unresolved grievances. The administration must <u>discuss</u> working conditions, curriculum, class size, pupil-teacher ratio, reduction in force, and budget appropriations, but are not required to include them in the contract. However, once they appear in the contract, these items are open for negotiation from year to year. The school

district under study has incorporated a number of these "discussable" issues into the bargaining arena. If a settlement is not reached, the bargainers can employ fact-finding or mediation, but strikes are disallowed by law. The state ranks 48th in its aid to public education; hence teachers' salaries have been considerably low for a number of years. Since this district receives additional monies for military students and bussing programs, raises are generally higher than in other townships across the state.

PROCEDURES

Two researchers observed approximately 40 hours of negotiation sessions, interspersed with an additional 14 hours of caucus meetings. These sessions comprised over 54 hours of observation. Bargaining sessions covered a period of 11 days, lasting 3 or 4 hours per day for some sessions to 15 hours for the more lengthy ones.

The administrative team consisted of six people--the assistant superintendent, who was the chief negotiator for the team, three principals, crossing high school, middle school, and elementary schools; one assistant principal, and one staff employee from the central office. All but one of the members had served on previous teams; most had served for four or five years. The administrative team reported to an elected school board, one that delegated most contract decisions to the bargaining team, with the exception of final approval for percentage of raises.

The teachers team was comprised of six members--the local union president, the past president of the union, and four elected representatives from elementary, middle, and high schools. Only two of these six had served on previous negotiation teams. The union president was the chief bargainer and had never negotiated a contract before this session. The teachers' team worked

with a Uniserv director, a hired union official for this particular district. He helped them prepare their contract proposals and served as their consultant throughout the negotiations.

Teachers and administrators described the bargaining event as low in conflict and high in trust, characterized by some, but not a large number of "burning issues." 83% of the 128 respondents to our survey were highly satisfied with monetary items in the settlement; 41% were highly satisfied with the language items; 61% were far more satisfied this year than in previous years.

DATA COLLECTION

The researchers employed a multimethod approach to the collection of data. Four methods were used--observations and detailed field notes (approximately 1,300 pages of transcription), interviews, survey questionnaires, and document analysis. Two observers took extensive field notes on the bargaining and caucus sessions. In accordance with Lofland, field notes contained a near-verbatim dialogue of interactions as well as notes on the general atmosphere and overall framework of the event.[35] Field notes were expanded and typed into full notes shortly after the observations.

Seventeen one-hour interviews were conducted with members of both bargaining teams and with teachers who did not serve on the current team (5 non-team members). Interviews sought information on bargaining history, perceptions of the negotiation process, origin and perceptions of bargaining issues, and links between bargaining issues and organizational communication. Interviews were audio-recorded and transcripts were typed to aid with data analysis.

In addition, questionnaires were prepared and sent to a random sample of 300 teachers; 128 of them were returned. Questionnaires tapped priorities of issues, satisfaction with the settlement, and organizational factors that might contribute to the settlement. Finally, the researchers collected copies of the immediate past contract, the teachers' initial proposal, and all written counterproposals exchanged at the table.

DATA ANALYSIS

This particular study relies primarily on field notes of bargaining and caucus meetings and on document analysis. However, responses to the survey questionnaire provided information on the salience of issues and on the overall satisfaction with the settlement. Interview data was employed as supplemental information on the origin and history of the issues selected for analysis.

In the first stage of the analysis, we selected two issues for an in-depth study of the way reasoning develops throughout the bargaining event. We selected teachers' files and teachers' evaluation because these two issues overlapped and were salient in the survey results as well as in the amount of talk time devoted to the topic (48 pages of dialogue). Also, these issues were discussed at length in both caucus and bargaining sessions. In a theoretical vein, both topics represented integrative issues--ones that allowed for expansion of alternatives and an increase in joint gains.

In the second stage, we analyzed formal documents for both issues--mapping out the subissues that emerged from the proposals and counterproposals. Hence, we tracked proposed changes in the status quo and the way these changes evolved from one counterproposal to the next. Then we listed the possible subissues for each proposal. Finally, we tracked which subissues were retained from the teachers' proposal, which ones were modified and adopted, and which ones were dropped from further consideration.

In the third stage, we selected six subissues, three for each main issue. Of the six, two were retained, two were dropped, and two were modified. Then we marked off sections of the dialogue that contained interaction on any of the six subissues.

In the fourth stage, we plotted on computer sheets the claims, qualifiers, evidence, and links between evidence and claim used during each sequential session of the bargaining. This analysis was conducted for each of the six subissues. Claims were then classified into one of the six types of claims described in the theory section of this paper. Reasons and evidence were classified into one of the eight types of reasoning process. Conceptual definitions, delineated in the theory section of this paper, served as operational definitions for this procedure. Since we were primarily interested in the nature of the reasoning process and not the absolute frequency of claims, we did not quantify our analysis. In like manner, we reached consensus on the classification of statements, but we did not conduct formal reliability checks. We regard this study as a rhetorical, qualitative analysis rather than a quantitative investigation.

RESULTS

BARGAINING ISSUES

Origin and importance of issues. For this study we selected two contract issues, "teachers' files" and "teachers' evaluation." In the survey questionnaire, teachers and administrators ranked these issues as third in priority of the many contract revisions. Their salience stemmed from teacher complaints about improper collection and use of file materials and evaluation procedures. In one particular case, a teacher almost filed a grievance against a principal, who appeared to be "loading" teachers' files with trivial and unsubstantiated infractions.

Comparison of Proposals. Both items existed in the current contract. The teachers' proposal on files spelled out what kinds of material should be placed in a teacher's file and how that material should be used. The administrators countered with the status quo until the middle of the bargaining when they prepared a counterproposal that reflected discussion of the subissues surrounding the proposal. In like manner, the teachers proposed minor modifications in the current evaluation procedures, but these proposals struck a sensitive chord for administrators, who countered with no changes in the status quo. In the middle of the bargaining event, the administrators offered a counterproposal that included some of the teachers' concerns.

Selection of Subissues for Each Main Issue. We prepared a list of the subissues for each main issue based on the contract, the proposals and counterproposals, and the bargaining talk. Teachers' files consisted of six subissues: teachers' right to read and sign material to be placed in their files, definition of a file, use in evaluation hearings, use of conjectural material, proof of truth or falsity of material, and presence of a witness or representative in a discussion of the file material. Of these six, two were accepted with modifications, one was retained as proposed by the teachers, and three were dropped from the final settlement. For analysis of the reasoning process, we selected the following subissues: (1) teachers' right to read and sign material prior to placement in the file as the retained subissue, (2) definition of a file as the modified subissue and (3) use of conjectural material as the dropped issue.

Teachers' evaluation consisted of five subissues: the term "appraisal" should be substituted for "evaluation," observations should be conducted with full knowledge of the teacher, observations should not become part of the permanent personnel files, the teacher should receive a copy of the evaluation

report at the time of the appraisal conference, and extra-curricular evaluation should not be restricted by mid-season evaluations. Of these five, two were dropped from the final settlement, two were modified and then accepted, and one was retained as initially proposed. For analysis of the reasoning process, we selected the following subissues: (1) extracurricular evaluation as the retained subissue, (2) observations should not become part of the permanent file as the modified subissue, and (3) the term "appraisal" should be substituted for "evaluation" as the dropped subissue.

ANALYSIS OF THE REASONING PROCESS

Analysis of the reasoning process for the main and subissues involved investigation of the following four research questions:

A. What is the reasoning process for the subissues of teachers' files?

B. What is the reasoning process for the subissues of teachers' evaluations?

C. How is the reasoning process for teachers' files similar and/or different from the reasoning process for teachers' evaluation?

D. How is the reasoning process similar and/or different for the three outcomes: dropped, retained, modified?

Answering these questions provides a description of the types of claims and reasoning patterns for each of the two main issues and the six subissues.

A. Subissues of Teachers' Files. Three subissues of teachers' files were analyzed separately. These include: materials must be read and signed by the teacher, definition of a file, and conjectural nature.

(1) Materials must be read and signed by the teacher. The reasoning process for this subissue operated from an implied evaluative claim that placing material in a teacher's files was potentially harmful to the teacher.

Teachers believed this action was harmful because it showed disrespect, evoked different interpretations, and left no room for rebutation.

Administrators argued from three types of claims. An evaluative claim that contended it was more harmful to have teachers read and sign every note. Support for this claim was primarily causal, stating that it was embarrassing and disrespectful, a form of harrassment. A classificatory claim that contended teachers were professionals and did need to be reminded of infractions. Reasoning from opposites supported this claim by suggesting that teachers should not be treated like immature students. Finally, administrators offered a declarative claim that this policy was not feasible and practical. That is, they questioned how it was possible to track teachers down to read and sign the materials.

Arguments then shifted to reservations and qualifiers that stated under which conditions teachers would want to read and sign notes. Declarative and factual claims argued that use of file materials in evaluation and dismissal posed a serious problem. These claims were supported by reasoning from analogy. For example, horror stories of one principal who fired a teacher by using notes of past infractions to generalize to present behavior. Both sides began to accept reservations and qualifiers. Qualifiers were added by both administrators and teachers. Administrators stated that files will never be emptied; teachers added that a person would have access to files within 24 hours of placing material in it and that they would have a right to duplicate material. Administrators and teachers created an additional qualifier in their claim that the material in the file must be serious enough to be used in a dismissal case. Both sides used hypothetical examples to support these qualifiers.

(2) Definition of a File. These claims were primarily definitive and factual and relied heavily on the use of opposites to compare building and permanent files. Reasoning from opposites included attempts to show how files differed from notes and memos and how different types of files contained different information. In addition, hypothetical and authority reasoning was used. Hypothetical examples illustrated the type of materials that would go into files. Citing articles and sections of the contract represented a type of authority support, e.g., "a file is defined as . . ." Factual claims evolved from definitive ones when both sides defined files by talking about what should be included in them.

Agreement evolved from each side expanding their list of definitive and factual subclaims and the other side qualifying the claims or adding more subclaims to clarify the distinction between building and permanent files. Examples of these subclaims included statements like the following: (a) Two or three administrators might have files in different offices; this still constitutes the principal's personnel file (the building file), and (b) Teachers do not need to know how many notes administrators make until the administrator decides to make it part of the building file. In the latter part of the bargaining, the focus was on clarifying the policy that both had implicitly accepted.

(3) Conjectural Nature. This subissue operated from an implied claim that conjectural information in a teacher's file was harmful to the teacher. The teachers failed to provide evidence to support this claim and instead asserted a declarative claim that information in the files should be factual and based on proof or on checking with the source.

The administration responded to this argument by shifting from an evaluative to a definitive claim. They challenged the word "conjectural,"

claiming it was inappropriate and ambiguous contract language. The reasoning process was primarily causal, stating that the inclusion of this ambiguity would make it hard to put anything in the file and would make it difficult to document and validate information.

The teachers argued that conjectural information was harmful, citing analogies of how such information had been used in dismissal cases. But they concluded one of their caucus sessions by changing claims, saying it did not matter if the information was conjectural as long as they could read and sign it. Hence, another policy subissue made them shift claims and agree to withdraw this subissue. Thus, agreement to drop conjectural as a subissue came when teachers substituted another policy claim to cover the harms they perceived in the conjectural material. The administrators stuck with their definitive and declarative claims, "We can't prove truth of a note," and "Conjectural is an ambiguous word."

B. Subissue of Teachers' Evaluation. Three subissues of teachers' evaluation were analyzed separately. These included performance appraisal, extra-curricular, and observation.

(1) Performance Appraisal. The issue began with the teachers' proposed change from use of the term "evaluation" to "performance appraisal." Teachers and administrators were in direct opposition on this proposal. A majority of the initial claims made by the administration were evaluative, i.e., "it would not be a good change." Administrators then offered definitive claims in an attempt to clarify teachers' intent, i.e., "was there something that administrators were missing that teachers were hoping to gain?" The administrators relied predominately on causal reasoning as they specified the implications of the word "performance appraisal." For example, administrators suggested that the word is too narrow; a change in terms would require changes

in the evaluation forms; and other aspects of the job would not be evaluated with a focus on performance.

The teachers relied primarily on definitive and evaluative claims. First, they did not define performance appraisal in the narrow sense that administration did; they saw it as an entire process, not just the evaluation of performance in front of the class. Second, their value judgment of "performance appraisal" was positive--they saw these words as more positive than the word "evaluation." Yet, teachers provided no solid evidence or clear cut reasons why performance appraisal was better. When prompted to supply reasons, they stated that they wanted the change because they thought administrators had trouble with the word "evaluation." Administrators argued that the two terms had the same meaning. Once the administration provided this evidence, the teachers admitted that "we didn't necessarily like the word "appraisal" better and if the two words mean the same thing then we're willing to stay with evaluation." Thus, the session ended with the issue being dropped.

(2) Extra-curricular. This argument began with a straight-forward policy claim, "drop mid-season," initiated by the administration. Their reasoning from cause included the following: "There is a problem with one short month," and "it is hard to make evaluation in that time--it is a pain." Tennis was used as an example to support this causal reasoning.

In the teachers' caucus an addition was made to the initial claim, "Take out mid-season, but add "during the season of that activity" and add "30 days following the activity." Objections to this addition were based on causal reasoning: "it's already in the contract" and "30 days may be too long." The reasoning process took two different forms as teachers either supported or opposed the new policy claim. Reasoning from cause stated that "it takes time

for a coach to get equipment back together." Reasoning from analogy stated that "20 days would be equal to four weeks." After much discussion, teachers finalized the policy claim initiated earlier: Add "during the season of that activity" and change "30 days to 20 days." When administrators confronted teachers with this change, they made the declarative claim that 30 days was consistent with the current contract language. An objection was raised based on causal reasoning: "If we use 20 days following the activity rather than mid-season the coach may not be around (i.e., during the summer)." However, administrators accepted the teachers' policy claim without this suggested change.

(3) Observation. A variety of claims were utilized in this subissue, yet bargainers relied predominately on policy, declarative, and definitive claims. The two major claims were in direct opposition: (a) administrators claimed that observations and deficiencies noted should be part of the file, and (b) teachers claimed that observation data should not become a part of the permanent file. Teachers made the declarative claim that administrators were confusing observation with the evaluation. Through causal reasoning teachers attempted to define what should be permanent evaluation. A series of if-then statements were utilized to show that if a negative pattern develops, then it becomes a part of the permanent evaluation.

What makes this subissue so different from the others and also makes it longer in talk time is that observation and evaluation are so closely related. Most of the arguments in this subissue then were attempts to define what the differences were and then to establish policy in accordance with those differences. The reasoning process was almost entirely causal and hypothetical. The if-then reasoning continued throughout and lead to policy claims. Hypothetical reasoning included descriptions of possible situations

that might be faced in evaluation and observation. These hypothetical examples served as questions for policy claims. Evaluative claims were aimed mainly at feelings of agreement or disagreement: "His argument is valid," or "I like the second sentence of article 4."

Later in this subissue, after policy claims had been established, both teachers and administrators reasoned from analogy to compare what had been done in the past with what they were attempting to do now: "What about the situation with Coleman; we didn't have the original material. Information in the file is incomplete." This analogy was used to support the policy claim that the information should go into the file, but that it could only be used in cases of dismissal. From this point on until the end of this subissue, teachers and administrators worked back and forth with policy, factual, and declarative claims to establish the final policy.

C. Comparison of the Reasoning Process for Teachers' Files and Teachers' Evaluation. Analysis of the reasoning process for the two main issues, teachers' files and teachers' evaluation, revealed similarities and differences. The two issues were similar in the use of definitive and declarative claims. These types of claims were employed in defining teachers' file, in determining what constitutes a conjectural statement, and in supporting arguments of similarity between the terms "evaluation" and "appraisal." In addition, bargainers developed policy claims for both issues by adding qualifiers and reservations rather than by providing evidence to support their own positions. Hence, argument for a policy position might begin with opposing viewpoints but might become problem solving by adding qualifiers and reservations to one another's claims. The reasoning process for both issues lacks variety with very little use of testimony and generalization from facts. Overall, the development of claims was more complex for both issues than was the process of substantiating those claims.

In addition to similarities, there were a variety of differences between the two issues. For teachers' file bargainers relied more on policy and evaluative claims than they did in the teachers' evaluation issue, particularly in substantiating arguments as to why teachers should or should not read material to be placed in the file and why material of a conjectural nature was or was not harmful to the teacher. The type of reasoning utilized in each issue was also different. For teachers' file bargainers used instances of reasoning by analogy to substantiate evaluative claims. Analogies often described one-shot cases or atypical examples. By contrast, for teachers' evaluation, participants rarely employed reasoning by analogy. And when used, it was to clarify the intent of a subissue, not to substantiate an argument.

Causal reasoning was used frequently for both issues, yet used in different ways. For teachers' files, participants used causal reasoning to support evaluative claims, but logical loopholes were apparent between the reasoning process and claims. For example, teachers claimed that "accumulation of notes in a teachers' file showed disrespect for the teacher," but the teachers failed to show <u>how</u> placing material in the file was disrespectful. Similar loopholes were evident in the teachers' evaluation issue when teachers claimed that "performance appraisal" was a more positive word than "evaluation" and yet made no effort to demonstrate <u>how</u> it might be interpreted that way.

D. <u>Comparison of the Reasoning Process Based on Outcomes</u>. The three outcomes retained, dropped, and modified, were analyzed separately.

(1) <u>Retained</u>. The two retained subissues were materials that must be read and signed by the teachers and extracurricular. Both of these sub-issues began with strong arguments pro and con. Bargainers argued that materials must be read and signed by using strong evaluative claims and causal support. Extracurricular began with policy claims using causal support and analogies,

followed by evaluative claims. In both subissues a shift occurred in the reasoning process; new claims developed from pursuing the qualifiers and reservations attached to initial claims. Thus, in both instances, evaluative claims led to the development of qualifiers and reservations which, in turn, made the original proposal acceptable. For both sides, pro and con, policy positions were clear. Objections were raied by the other side, but both sides developed qualifiers in a way acceptable to the other party. This modification led to the retention or adoption of the initial subissue into the final settlement.

(2) Dropped. In both the appraisal and conjectural subissues teachers set forth ill-defined and poorly-developed policy claims. The teachers argued the issues with evaluative claims, i.e., the harmfulness of terms like "conjectural" and "evaluation." In both cases administrators switched to definitive claims asking how to define conjectural and questioning the difference between the terms "evaluation" and "appraisal." Administrators supported their definitive claims with causal reasoning. For example, they reasoned that if conjectural was used it would be difficult to document evaluation and it would be hard to determine what did or did not go into the file. For both subissues teachers dropped their initial policy claims but in different ways. In the conjectural subissue teachers adopted the change because another subissue protected them againt the harms of their evaluative claims. The two statements, "files carry source of identification" and "teacher must read and sign materials" provided this protection. For evaluation the teachers accepted the argument that the words "evaluation" and "appraisal" basically mean the same thing.

(3) Modified. The two modified subissues were definition of file and observation. Bargainers used primarily policy, declarative, and definitive

claims for each subissue, but for the observation subissue the claims represented opposing policy positions. For the subissue of defining a file, the claims were definitive, relying on reasoning from opposites to distinguish between building and permanent files. From this point on, the two subissues take different routes to create an acceptable solution. For the subissue, definition of a file, definitive claims led to factual assertions, with both sides qualifying the other party's claim. For example, a qualifying claim offered in the administrative caucus was: "If memos are to be used in evaluation procedures, they must be placed in the building file." The next phase of modification was seeking clarification on a definition that both parties implicitly accepted. The subissue, observation, was modified through arguing for competing policy claims then shifting to declarative claims. By moving from policy to factual and declarative claims, bargainers were able to build on each other's arguments and generate a modified proposal.

The two subissues differ dramatically in their reasoning process. Definition of a file arguments were supported through the use of hypothetical examples and reasoning from authority, but bargainers used very little evidence. The observation subissue, in contrast, employed reasoning by cause, hypothetical examples, and analogy. In general, the two issues differed in the way initial proposals were modified. These differences may emanate from the idiosyncratic features of each subissue or from other organizational and bargaining variables. Their differences, however, suggest alternative paths to issue modification through argumentation.

DISCUSSION AND IMPLICATION

This study aims to understand the way argumentation in bargaining shapes outcomes. It operates from the assumption that negotiation focuses on multiple

issues; these issues, in turn, break down into subissues. Outcomes are shaped through arguments for acceptance and rejection of subissues as well as through packaging the larger issues.[36] This study takes a micro-perspective and focuses on the way subissues become modified, dropped, or retained through the use of claims, qualifiers, reservations, and evidence.

Although the reasoning process differs across subissues, some general conclusions emerge from this analysis. They include:

(1) The most prevalent types of claim used in this study were evaluative and definitive ones. These claims evolved from the teachers' or the administrators' original policy proposals--but they rarely centered on a course of action.

(2) Both sides employed reasoning from analogy, cause, and hypothetical example more frequently than they did other types of reasoning. Surprisingly, only a modicum of "hard data" or "facts" were used to support claims. This lack of evidence might stem from past reliance on building creative solutions through the use of qualifiers and additional claims. Neither side felt compelled to convince the other party of the validity of their claims; hence reasoning from evidence was sparse. The trusting relationship between teachers and administrators might contribute to this pattern.

(3) The reasoning process appeared more complete with the use of evaluative claims than with definitive, factual, and policy claims. That is, bargainers seemed to make claims, evidence, qualifiers, and even warrants more explicit when they proposed and defended evaluative claims.

(4) Proposals and subissues changed, not through adding more information, but through shifting types of claims and adding qualifiers. Both

sides added claims and qualifiers that grew out of their interaction at the table and in their caucus meetings. They worked from issues that both parties raised to create a new 'frame of reference' for viewing subissues.

(5) Although the sample of issues is too small to generalize, it appeared that use of claims and reasoning processes differ for subissues that become dropped, retained, or modified. For subissues that were dropped, evaluative claims led to the addition of alternative types of claims, often culminating in substitute positions. For retained subissues, evaluative claims led to qualifiers and reservations that made original proposals palatable. Modification of subissues followed different paths for creating new proposals--one growing out of opposing positions and the other emerging from qualifying existing claims.

Thus, integrative proposals as a whole evolved from the management of multiple issues and subissues. These issues were <u>not</u> discussed in aggregate form, but instead emerged from dropping, modifying, or retaining subissues through argumentation.

The issues and subissues examined in this study emanated from problems teachers faced in organizational communication. Teachers' files, while negotiated into the contract as a centralized policy, originated from superior-subordinate appraisal problems. Teachers wanted the central administration to know that some principals were "abusing the policy" and that the accumulation of notes in a teacher's file might lead to problems in dismissal and evaluation cases. The administrators, in turn, wanted to maintain flexibility and feasibility in the use of building and permanent files. As the assistant superintendent noted in a caucus meeting, "I want

language that you principals can live with and that will allow you to continue to keep notes on a teacher's behaviors, but not in a way harmful to the teacher." Thus, autonomy and control governed their concerns.

In like manner, the issue of teacher evaluation reflected problems in superior-subordinate relationships. The teachers contended that some principals conducted poor evaluations and misused data from classroom observations. Hence, they wanted more clarity and control over the process than the current contract provided. The subissue of observation represented a conflict of interest between administrators and teachers in that administrators wanted autonomy in the use of observation data. In effect, the issues selected for this study reflected organizational communication problems in superior-subordinate relationships and in conducting performance evaluation interviews.

These issues also illustrated administrative concern for the degree of formality and the degree of precision in fields of argumentation. Subissues shaped by concern for appropriate contract language were evident in the reasoning process of conjectural nature and performance appraisal. Administrators felt the choice of terms in both instances was imprecise for the degree of formality in the contract.

This investigation is limited by its case study nature and its micro-analysis. We analyze only two main issues and six subissues in a very complex bargaining event. Our findings are limited by the issues selected and the school district studied. But when research aims to discover insights and uncover potential patterns, these limitations do not mitigate our conclusions.

Our study is also shaped by the argumentation schema we used and by difficulties in developing operational definitions to distinguish factual, declarative, and definitive claims. Future studies on argumentation and

bargaining could include implied versus explicit claims, reasoning from example as distinct from reasoning from analogy, and a category system on the way claims and evidence constitute bargaining strategies. These categories could be quantified for research questions that focus on frequency of claims and evidence use.

Future studies might center on topics other than the way argument contributes to outcomes. For instance, researchers might compare the use of claims and reasoning patterns for table sessions versus caucus meetings. They might also investigate the effectiveness of argument patterns for each of the two parties. In this study, the administrators appear to substantiate claims more frequently than the teachers did and were quite effective in adding qualifiers and shifting claims. Other studies might compare impasse teams with settlement teams and language issues with monetary proposals.

NOTES

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[2]See, for example, William A. Donohue, "Analyzing Negotiation Tactics: Development of a Negotiation Interact System," Human Communication Research, 7 (1981), 273-287; William A. Donohue, "Development of a Model of Rule Use in Negotiation," Communication Monographs, 48 (1981), 106-120; William A. Donohue, Mary E. Diez, and Renee B. Stahle, "New Directions in Negotiation Research," in Communication Yearbook 7, ed. Robert N. Bostrom (Beverly Hills, CA: Sage, 1983), pp. 249-279; William A. Donohue, Mary E. Diez, and Mark H. Hamilton, "Coding Naturalistic Negotiation Interaction," Human Communication Research, 10 (1984), 403-425; Linda L. Putnam and Tricia S. Jones, "The Role of Communication in Bargaining," Human Communication Research, 8 (1982), 262-280; Linda L. Putnam and Tricia S. Jones, "Reciprocity in Negotiations: An Analysis of Bargaining Interaction," Communication Monographs, 49 (1982), 171-191.

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[5]Nancy A. Reiches and Harriet B. Harral, "Argument in Negotiation: A Theoretical and Empirical Approach," Speech Monographs, 41 (1974), 36-48.

[6]Donohue, Diez, and Stahle, pp. 254-261.

[7]Anne Sigmismund Huff, "A Rhetorical Examination of Strategic Change," in Organizational Symbolism, eds. Louis R. Pondy, Peter J. Frost, Gareth Morgan, and Thomas C. Dandridge (Greenwich, CT: JAI Press, 1983), pp. 167-183.

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[9]See, for example, Joan Retsinas, "Teachers: Bargaining for Control," American Educational Research Journal, 19 (1982), 353-371; David B. Lipsky, "The Effect of Collective Bargaining on Teacher Pay: A Review of Evidence," Educational Administration Quarterly, 18 (1982), 14-42.

[10]W. E. Klay, "Contending with Uncertainty in Collective Negotiations," Journal of Collective Negotiations in the Public Sector, 11 (1982), 189-200.

[11]See, for example, chapters in Max H. Bazerman and Roy J. Lewicki, eds., Negotiation in Organizations (Beverly Hills, CA: Sage, 1983).

[12]Stephen Toulmin, Richard Rieke, and Allan Janik, An Introduction to Reasoning (New York: Macmillan, 1979), p. 5.

[13]Toulmin, Rieke, and Janic, pp. 5-6.

[14]Toulmin, Rieke, and Janic, p. 6.

[15]Toulmin, Rieke, and Janic, p. 196.

[16]Toulmin, Rieke, and Janic, pp. 195-202.

[17]Toulmin, Rieke, and Janic, p. 199.

[18]Toulmin, Rieke, and Janic, p. 197.

[19]Toulmin, Rieke, and Janic, p. 198.

[20]Toulmin, Rieke, and Janic, p. 199.

[21]Richard E. Crable, "Claims, Qualifiers, and Reservations in Public Speaking," in Principles of Human Communication, 2nd ed., eds. Barry Brummett and Linda L. Putnam (Dubuque, IA: Kendall/Hunt, 1983), p. 161.

[22]Crable, p. 148.

[23]Crable, pp. 149-150.

[24]Toulmin, Rieke, and Janic, pp. 147-155; and Austin J. Freeley, Argumentation and Debate: Rational Decision Making, 3rd ed. (Belmont, CA: Wadsworth, 1971), pp. 112-148.

[25]Toulmin, Rieke, and Janic, p. 148.

[26]Toulmin, Rieke, and Janic, p. 151.

[27]Toulmin, Rieke, and Janic, p. 151.

[28]Toulmin, Rieke, and Janic, p. 155.

[29]Toulmin, Rieke, and Janic, p. 150.

[30]Toulmin, Rieke, and Janic, p. 155.

[31]Toulmin, Rieke, and Janic, p. 155.

[32]Richard E. Crable, "Evidence, Warrants, and Reservations in Public Speaking," in Principles of Human Communication, 2nd ed., eds. Barry Brummett and Linda L. Putnam (Dubuque, IA: Kendall/Hunt, 1983), p. 187.

[33]Crable, "Claims," p. 150.

[34]Crable, "Claims," p. 151.

[35]John Lofland, Analyzing Social Settings (Belmont, CA: Wadsworth, 1971), pp. 101-109.

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